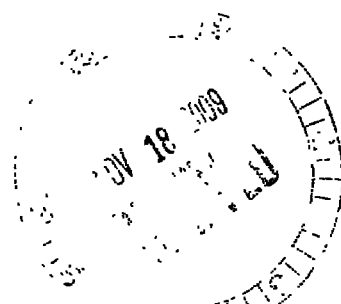




Phillips Lytle LLP



November 17, 2009

Via Federal Express
Surface Transportation Board
Attn: Acting Secretary Anne Quinlan
395 E Street, S.W.
Washington, DC 20423-0001

RECORDATION NO. 26410-C FILED

NOV 18 '09

2-38 PM

Re: Documents for Recordation

SURFACE TRANSPORTATION BOARD

Dear Acting Secretary Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) is an original plus one copy of the document described below.

The document to be recorded is an Amended and Restated Security Agreement, a secondary document, dated November 12, 2009. The enclosed document relates to the documents previously recorded with the Board under Recordation No. 26410. We request that the enclosed document be recorded under Recordation No. 26410(c).

The names and addresses of the parties to this document are as follows:

Debtor: Interstate Commodities, Inc.
7 Madison Street
Troy, New York 12181

Secured Party: Bank of America, N.A.,
as Administrative Agent for the benefit of Lenders
69 State Street
Albany, New York 12207

Since the Amended and Restated Security Agreement contains "hereafter acquired" language, the following statement is included along with a description of the equipment attached as Schedule A to the Amended and Restated Security Agreement.

KATHERINE M. ANDREWS
Direct 518 472 1224 ext 1226 kandrews@phillipslytle.com

ATTORNEYS AT LAW



Secretary of Surface Transportation Board
Page 2 of 2

November 17, 2009

"Included in the property covered by the aforesaid security agreement are locomotives and all other rail cars intended for use related to interstate commerce or interests therein, owned by Interstate Commodities, Inc. at the date of said security agreement or thereafter acquired by it or its successors as owners of the lines of railway covered by the security agreement."

A short summary of the document to appear in the index is as follows:

Amended and Restated Security Agreement dated as November 12, 2009,
by Interstate Commodities, Inc. for the benefit of Bank of America, N.A.,
as Administrative Agent for the benefit of Lenders.

Also enclosed is a check in the amount of \$41.00 payable to the Surface Transportation Board representing the required recordation fee.

Please return the original and any extra copies not needed by the Board for recordation to my attention in the enclosed self-addressed, stamped envelope.

Should you have any questions please do not hesitate to contact me. Thank you for your assistance in this matter.

Very truly yours,

Phillips Lytle LLP

By 

Katherine M. Andrews

/kma

enclosures
Doc # 06-24006 1

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SURFACE TRANSPORTATION BOARD

AMENDED AND RESTATED SECURITY AGREEMENT

THIS AMENDED AND RESTATED SECURITY AGREEMENT (the "Security Agreement") made as of the 12th day of November, 2009, by **INTERSTATE COMMODITIES, INC.**, a New York corporation having its principal place of business at 7 Madison Street, Troy, New York 12181 (the "Borrower"), for the benefit of Bank of America, N.A., a national banking association organized and existing under the laws of the United States of America, having an office located at 69 State Street, Albany, New York 12207, in its capacity as Administrative Agent for the benefit of Lenders (the "Agent") pursuant to the Credit Agreement (as defined below). Any capitalized term not otherwise defined herein shall have the meaning ascribed to it in the Credit Agreement.

RECITALS:

WHEREAS, Borrower, along with Watseka Interstate LLC, a Delaware limited liability company and R.M. Railcars LLC, a Delaware limited liability company, has entered into that certain Amended and Restated Credit Agreement dated as of the date hereof (as it may be modified from time to time, the "Credit Agreement"), pursuant to which the Lenders, subject to the terms and conditions therein, have made and will make several loans and will otherwise extend credit to Borrower (the "Loans"); and

WHEREAS, Borrower previously entered into and delivered to the Agent for the benefit of Lenders an Amended and Restated Security Agreement dated as of April 4, 2008 pursuant to which Borrower pledged the Collateral (as defined therein) to secure the Loans and other obligations owed to the Lenders; and

WHEREAS, it is a condition precedent to the Lenders entering into the Credit Agreement and amending, restating, making and/or extending the Loans that Borrower executes and delivers to Agent for the benefit of Lenders this Security Agreement in order to, among other things, clarify the full extent of the Collateral, including but not limited to the new railroad cars being funded with the proceeds of the Term Loan.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants hereinafter set forth, the Borrower and the Agent hereby agree as follows:

AGREEMENT:

Section 1. Definitions and Rules of Construction. As used in this Security Agreement, the following terms shall have the following meanings and/or interpretations (any references to any person or entity shall be construed in the masculine, feminine or neuter, singular or plural, as the context may require):

"Account Debtor" means any party obligated to make payments under any Account, General Intangible, Instrument of Chattel Paper, including any "account debtor" as defined in the UCC.

"Collateral" means all of the Borrower's property and assets excluding real property but including, without limitation, the following property, wherever located and whether now owned or existing or hereafter acquired or arising: (a) all of the Borrower's (i) Equipment, machinery, inventory, vehicles, rolling stock, tools and dies, furniture and fixtures, all attachments, accessions and property now or hereafter affixed thereto or used in connection therewith, and all substitutions and replacements thereof; and (ii) books, records and other property relating to the foregoing; (b) all of the Borrower's: (i) accounts, contract rights, general intangibles, chattel paper, lease agreements, documents and instruments as such terms are defined in the UCC, including, without limitation, all present and future choses in action and reversionary interests in property rights of the Borrower, and all obligations for the payment of money arising out of the Borrower's sale of goods or rendition of services, including, without limitation, all such accounts and obligations arising from the sale of goods or rendition of services by others which accounts have been purchased by or assigned to the Borrower (collectively, "Accounts"); (ii) rights, remedies, security and liens in, to and in respect of the Accounts, including, without limitation, rights of stoppage in transit, replevin, repossession and reclamation and other rights and remedies of an unpaid vendor, lienor or secured party, guaranties or other contracts of suretyship with respect to the Accounts, deposits or other security for the obligation of any debtor or obligor in any way obligated on or in connection with any Account, and credit and other insurance; (iii) right, title, and interest in, to and in respect of all goods relating to, or which by sale have resulted in, Accounts, including, without limitation, all goods described in invoices or other documents or instruments with respect to, or otherwise representing or evidencing, any Account, and all returned, reclaimed or repossessed goods; (iv) books, records, ledger cards, computer programs and other property and general intangibles at any time evidencing or relating to the Accounts; and (v) other general intangibles of every kind and description, including, without limitation, rights in trademarks, tradenames, service marks, trade secrets, copyrights and patents, and Federal, State and local tax refund claims of all kinds; and (c) all of the Borrower's right, interest or title to any and all products and proceeds of any of the foregoing, in any form (including, without limitation, any insurance proceeds and claims by the Borrower against third parties for loss or damage to or destruction of any or all of the foregoing property and proceeds of proceeds).

"Equipment" means any "equipment" as defined in the UCC, and in any event includes, without limitation, all aircraft, equipment, furnishings, machinery, fixtures, rail cars, rolling stock, trucks, trailers, vessels and vehicles, and all additions, substitutions and replacements for any of the foregoing, together with all attachments, components, parts, equipment and accessories installed hereon or affixed thereto.

"Event of Default" means each and every event specified in Section 6 of this Agreement.

"General Intangibles" means "general intangibles" as defined in the UCC and also includes: insurance refund claims; insurance claims and proceeds; tort claims and proceeds; tax refund claims and tax refunds; patents, trademarks, trade names, service marks, copyrights and applications for any of the foregoing; licenses, permits and agreements of any type, by which Borrower now or hereafter uses, possesses or has authority to use or possess property of others, or by which others now or

hereafter use, possess or have authority to use or possess any of Borrower's property; all licenses, permits, and consents of any type; and all computer software, including source codes and documentation.

"includes" and "including" are not limiting.

"Indebtedness" shall mean all items that in accordance with GAAP would be included in determining total liabilities as shown on the liability side of a balance sheet as at the date as of which debt is to be determined, or to which reference should be made by footnotes thereto, but also includes reimbursement obligations, guaranties, endorsements (other than endorsements for collection or deposit in the ordinary course of business), and other contingent obligations in respect of, or to purchase or otherwise acquire or advance funds on account of or otherwise service, obligations of others.

"Inventory" means "inventory" as defined in the UCC, and includes all products thereof, and substitutions, replacements, additions, or accessions thereto.

"Loan Documents" shall mean this Agreement, the Credit Agreement, the Notes, any documentation executed and delivered in connection with any SWAP Contract, interest rate management/risk product and any other ancillary documentation which is required to be or is otherwise executed by Borrower and delivered to the Agent in connection with the Credit Agreement, or at anytime after the date hereof and which the Agent designates as a Loan Document.

"Obligations" is used herein in its most comprehensive sense and includes all loans and any and all other advances, Indebtedness, obligations, covenants, undertakings and liabilities of Borrower to any Lender and its affiliates under the Loan Documents or otherwise, heretofore, now, or hereafter made, incurred, or created, whether voluntary or involuntary and however arising, absolute or contingent, liquidated or unliquidated, determined or undetermined, whether or not same are from time to time reduced or extinguished and thereafter increased or incurred, whether Borrower may be liable individually or jointly with others, and whether or not presently contemplated by the parties on the date hereof. "Obligations" also includes all costs and expenses Agent or Lenders may incur to obtain, preserve and enforce their Security Interest, collect the Obligations, and maintain and preserve Collateral (including taxes, assessments, insurance premiums, repairs, reasonable attorneys' fees, rent, storage costs and expenses of sale).

"Proceeds" means all cash and non-cash "proceeds" as defined in the UCC, and includes (a) proceeds of any insurance, indemnity, warranty or guaranty payable to Lenders or Borrower from time to time with respect to any Collateral, (b) payments in any form made or due and payable to Agent, any Lenders or Borrower in connection with any requisition, confiscation, condemnation, seizure or forfeiture of any Collateral or any proceeds thereof, and (c) all other amounts paid or payable under or in connection with any Collateral, including interest, dividends and refunds.

"Security Interest" includes any lien, charge, mortgage, pledge, assignment, or other

encumbrance, retained title, or security interest, whether created or arising voluntarily, involuntarily or by operation of law.

“UCC” means the Uniform Commercial Code as in effect on the date hereof in the State of New York.

The following terms have the meanings assigned to them in Article 9 of the UCC: Accounts, Chattel Paper, Documents, Fixtures, Goods, Instruments, Securities. Any capitalized term not otherwise defined herein shall have the meaning ascribed to it in the Credit Agreement.

Section 2. Representations and Warranties. As a material inducement to Lenders to make the Loan to the Borrower, Borrower represents and warrants to Agent and Lenders as follows, in addition to the representations and warranties contained in the Credit Agreement:

Section 2.1 Collateral. Borrower is and shall remain the owner of all of its properties which are Collateral, free and clear of all Security Interests, except for (a) the Security Interest to Agent for the benefit of Lenders. (b) Security Interests as permitted by the Credit Agreement. Except for such permitted Security Interests, Borrower will defend its properties against all claims and demands of all persons at any time claiming an interest therein. All Collateral is and shall remain in good working order and repair. To the extent the Collateral includes motor vehicles, rail cars, trucks, trailers, vessels and other rolling stock, Schedule A attached hereto contains a complete and accurate list of all federal, state and/or local registration numbers which identify such rolling stock.

Section 2.2 Compliance with Laws; Payment of Taxes. Borrower is in compliance with all applicable statutes, regulations, ordinances, court decrees, or other directives of the United States of America, and all states, counties, municipalities, and agencies with respect to the sale of their products, the rendition of its services, and/or the conduct of its business. Without limiting the foregoing, Borrower has filed all federal, state, and local tax returns and other reports it is required to file and have paid or made adequate provision for payment of all such taxes, assessments, and other governmental charges.

Section 2.3 Accuracy and Completeness of Statements. No representation, warranty, or statement by Borrower contained herein or in any certificate or other document furnished or to be furnished by Borrower contains or at the time of delivery shall contain any untrue statement of material fact, or omit at the time of delivery a material fact necessary to make it not misleading.

Section 2.4 Names; Locations; Offices. The address of the principal place of business of Borrower is Borrower’s address shown above, and all (i) of Borrower’s other places of business, if any, and (ii) other locations where Collateral, other than Collateral comprised of rail cars, is kept, are reflected on Schedule B attached hereto. Borrower shall keep all of its books and records at their principal place of business. Borrower has not changed its name, been the surviving entity in a merger or acquired any business except as is reflected on Schedule C attached hereto.

Section 2.5 Reaffirmation and Continuing Nature of Representations and Warranties. These representations and warranties shall be of a continuing nature and shall survive the termination of this Agreement and full payment and performance of the Obligations. They shall also be deemed to be repeated whenever Borrower make a request for an extension of credit from Lenders.

Section 3. Grant of Security Interest. To secure the payment and performance of the Obligations, Borrower hereby grants to Agent for the benefit of Lenders a continuing Security Interest in the Collateral.

Section 4. Covenants. So long as any Obligations remain outstanding, and in addition to the covenants contained in the Credit Agreement, Borrower agrees that, unless Agent shall otherwise consent in writing in advance:

Section 4.1 Maintenance of Collateral. Borrower shall take adequate care of the Collateral and maintain it in good working order and repair. Borrower shall notify Agent of any material change occurring in or to any Collateral or in any fact or circumstance warranted or represented by Borrower to Agent for the benefit of Lenders, or if any Event of Default occurs.

Section 4.2 Inspection. Borrower will permit the Agent, and/or its representatives, during regular business hours and upon at least 24 hours advance written notice to enter any location where the Borrower conducts business or keeps any Collateral, to perform a detailed examination and audit of the Borrower's books, records and physical assets. The Borrower shall provide the Agent access to all information reasonably requested during such examination or audit, permit the Agent to make copies or extracts from the Borrower's books and records, and discuss Borrower's assets and affairs with Borrower and its management accounting staff, provided same does not unreasonably interfere with the conduct of Borrower's business.

Section 4.3 Fixtures and Accessions. Borrower shall not allow any Collateral to become affixed to real estate, become an accession to other Goods or become part of a product or mass, without first providing Agent with all waivers and consents Agent deems necessary to make its Security Interest therein valid against, and superior to, the rights of all parties holding interests in the real estate or other Goods.

Section 4.4 Security Interests. Borrower shall not grant, or permit to exist a Security Interest upon any of its assets or property, real or personal, tangible or intangible, now owned or hereafter acquired, except: (a) Security Interests in favor of Agent or any Lender and (b) Security Interests as permitted by the Credit Agreement.

Section 4.5 Conduct of Business. Except as permitted in the Credit Agreement, Borrower will not: (a) move any Collateral from its present locations; or (b) sell, lease, transfer, or otherwise dispose of all or any substantial part of its assets (except for Inventory in the ordinary course of business); or (c) dissolve, merge or consolidate with or into any corporation, or otherwise change its identity or corporate structure; or (d) change its corporate name or the use of any trade names; or (e)

change its principal place of business.

Section 4.6 Insurance. Borrower will maintain with financially sound and reputable insurers insurance with respect to its properties and business in such amounts and against such casualties and contingencies as may be satisfactory to Lenders. All such insurance shall also be payable to Agent for the benefit of Lenders as loss payee under a "standard" or "New York" loss payee clause. The proceeds of any casualty insurance in respect of any casualty loss of any of the Collateral shall, subject to the rights, if any, of other parties with a prior interest in the property covered thereby, be paid to Agent for the benefit of Lenders. All policies of insurance shall provide for at least thirty (30) days' prior written cancellation notice to Agent. Borrower shall furnish Agent with proof of insurance and policies evidencing compliance herewith.

Section 4.7 Further Assurances. Borrower shall execute such documents and instruments, and perform such acts (including but not limited to: at the request of the Agent the Borrower will obtain necessary authorization(s) to conduct business in such states where the Borrower is deemed to be doing business under the laws of those states, and the laws of such states deny creditors access to their courts in the absence the creditor's qualification to transact business therein), and pay such sums (including taxes, assessments, insurance premiums, repairs, counsel fees, rent, storage costs and expenses of sale), as Agent may request to implement the provisions hereof, to protect and preserve the Collateral, and to perfect and protect Agent's Security Interest in the Collateral. Such actions include, but are not limited to the following:

(a) **Collateral in the Possession of a Bailee** - If any goods are at any time in the possession of a bailee, the Borrower shall promptly notify the Agent thereof and, if requested by the Agent, shall promptly obtain an acknowledgement from the bailee, in form and substance satisfactory to the Agent, that the bailee holds such Collateral for the benefit of the Agent and shall act upon the instructions of the Agent, without the further consent of the Borrower. The Agent agrees with the Borrower that the Agent shall not give any such instructions unless a Default has occurred and is continuing or would occur after taking into account any action by the Borrower with respect to the bailee.

(b) **Commercial Tort Claims** - If the Borrower shall at any time hold or acquire a commercial tort claim, the Borrower shall immediately notify the Agent of the details thereof and grant to the Agent for the benefit of Lenders in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Agent.

(c) **Deposit Accounts** - For each deposit account that the Borrower at any time open or maintain, the Borrower shall, at the Agent's request and option, pursuant to an agreement in form and substance satisfactory to the Agent cause the depositary bank to agree to comply at any time with instructions from the Agent to such depositary bank directing the disposition of funds from time to time credited to such deposit account, without further consent of the Borrower. The Agent agrees with the Borrower that the Agent shall not give

any such instructions or withhold any withdrawal rights from the Borrower, unless an Event of Default has occurred and is continuing, or, after giving effect to any withdrawal not otherwise permitted by the Credit Agreement, would occur. The provisions of this paragraph shall not apply to (i) any deposit account for which the Borrower, the depositary bank and the Agent have entered into a cash collateral or other custodial agreement specially negotiated among the Borrower, the depositary bank and the Agent for the specific purpose set forth therein or (ii) deposit accounts for which the Agent is the depositary.

(d) Electronic Chattel Paper - If the Borrower at any time holds or acquires an interest in any electronic chattel paper, the Borrower shall promptly notify the Agent thereof and, at the request of the Agent, shall take such action as the Agent may reasonably request to vest in the Agent, for the benefit of Lenders control under the UCC of such electronic chattel paper. The Agent agrees with the Borrower that the Agent will arrange, pursuant to procedures satisfactory to the Agent and so long as such procedures will not result in the Agent's loss of control, for the Borrower to make alterations to the electronic chattel paper, unless a Default has occurred and is continuing or would occur after taking into account any action by the Borrower with respect to such electronic chattel paper.

(e) Letter of Credit Rights - If the Borrower is at any time a beneficiary under a letter of credit, now or hereafter issued in favor of the Borrower, the Borrower shall, to the extent permitted under the agreement with the beneficiary of the letter of credit, promptly notify the Agent thereof and, at the request and option of the Agent, the Borrower shall use commercially reasonable efforts to enter into an agreement in form and substance satisfactory to the Agent which either (i) arranges for the issuer of such letter of credit to consent to an assignment to the Agent, for the benefit of Lenders of the proceeds of any drawing under the letter of credit or (ii) arranges for the Agent to become the transferee beneficiary of the letter of credit, with the Agent agreeing, in each case, that the proceeds of any drawing under the letter to credit are to be applied as provided in the Credit Agreement.

(f) Investment Property - If the Borrower shall at any time hold or acquire any certificated securities, the Borrower shall forthwith endorse, assign and deliver the same to the Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Agent may from time to time specify. If any securities now or hereafter acquired by the Borrower are uncertificated and are issued to the Borrower directly by the issuer thereof, the Borrower shall immediately notify the Agent thereof and, at the Agent's request and option, pursuant to an agreement in form and substance satisfactory to the Agent, cause the issuer to agree to comply with instructions from the Agent as to such securities, without further consent of the Borrower. If any securities, whether certificated or uncertificated, or other investment property now or hereafter acquired by the Borrower are held by the Borrower through a securities intermediary, the Borrower shall immediately notify the Agent thereof and, at the Agent's request and option, pursuant to an agreement in form and substance satisfactory to the Agent, either (a) cause such securities intermediary to agree to comply with instructions from the Agent to such securities intermediary as to such securities

or other investment property, without further consent of the Borrower or (b) in the case of financial assets or other investment property held through a securities intermediary, arrange for the Agent, for the benefit of Lenders, to become the entitlement holder with respect to such investment property, with the Borrower being permitted, only with the consent of the Agent, to exercise rights to withdraw or otherwise deal with such investment property. The Agent agrees with the Borrower that the Agent shall not give any such instructions or directions, and shall not withhold its consent to the exercise of any withdrawal or dealing rights by the Borrower, unless a Default has occurred and is continuing, or, after giving effect to any such investment and withdrawal rights not otherwise permitted by the Credit Agreement, would occur.

(g) Promissory Notes and Tangible Chattel Paper - If the Borrower shall at any time hold or acquire any promissory notes or tangible chattel paper, the Borrower shall forthwith endorse, assign and deliver the same to the Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Agent may from time to time specify.

Section 5. Rights and Remedies. Agent may at any time or from time to time, without waiving any rights upon the occurrence of any Event of Default and without relieving Borrower of any obligations to Agent hereunder or otherwise or to any third party:

Section 5.1 Before or after the occurrence of any Event of Default: (1) file such financing statements with respect hereto, with or without Borrower's signature, or a photocopy of this Agreement in substitution for a financing statement, as Agent may deem appropriate and to execute in Borrower's name such financing statements and amendments thereto and continuation statements which may require Borrower's signatures; (2) endorse the name of Borrower upon any instruments of payments (including payments made under any policy of insurance) that may come into the possession of Agent or Lenders in full or part payment of any amount owing to Lenders; (3) notify Account Debtors of Agent's Security Interest; (4) contact Account Debtors directly to verify information furnished by Borrower; (5) release Collateral in its possession to Borrower, temporarily or otherwise, without releasing its rights therein and (6) set off, without notice to Borrower, any and all deposits or other sums at any time or times credited by or due from Lenders to Borrower, whether in a special account or other account or represented by a certificate of deposit (whether or not matured), against any or all Obligations whether or not they are then due and whether other security held by Lenders is deemed by it to be adequate.

Section 5.2 Upon the occurrence of any Event of Default: (1) take possession of the Collateral, and for that purpose Agent may, so far as Borrower can give authority therefor, enter upon and/or remain upon any premises on which the Collateral may be situated and sell, liquidate or collect Collateral on the premises or remove same therefrom; (2) require Borrower to assemble any or all Collateral at such location or locations within the state(s) of Borrower's principal office(s) or at such other locations as Agent may designate; (3) sell, pledge, assign, sue for, collect, compromise payment of, or make any other agreement with respect to any Collateral in Borrower's or Agent's

name, make any other disposition of any Collateral, which disposition may be for cash, credit or any combination thereof, and Agent or Lenders may purchase any Collateral at public or (if permitted by law) private sale, and in lieu of actual payment of any purchase price, may set off the amount of the price against the Obligations; (4) execute, deliver and record, in connection with any sale or other disposition of any Collateral, endorsements, assignment or other instruments of conveyance or transfer with respect to such Collateral; (5) terminate Borrower's authority to sell, lease, otherwise transfer, manufacture, process, assemble or furnish under contracts of service any Inventory or other Collateral as to which such permission has been given; (6) notify Account Debtors of Agent's Security Interest and/or to make payments directly to Agent (after which, any payments Borrower receive shall be held in trust for Agent for the benefit of Lenders, not commingled with any other property, and shall forthwith be turned over to Agent, with any necessary endorsements and assignments); (7) take control of Proceeds and use them to reduce any part of the Obligations; and, (8) take any action Borrower is required to take or otherwise necessary to obtain, preserve, and enforce this Security Interest, and maintain and preserve the Collateral, without notice to Borrower, and add costs of same to the Obligations, which shall be payable on demand and until paid shall accrue interest, at the option of the Agent, bear interest at a rate which is four (4) percentage points per annum greater than the Applicable Rate.

Section 5.3 Remedies for Agent's Benefit Only. The rights and powers conferred on Agent hereunder are solely to protect the Lenders' interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Agent shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Borrower for any act or failure to act, except for Agent's own gross negligence or willful misconduct. Without limiting any of the foregoing, Agent shall have no duty as to the collection or protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto.

Section 5.4 Remedies Cumulative. All rights and remedies of Agent with respect to the Obligations or the Collateral shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as Agent deems expedient.

Section 5.5. Power of Attorney. Borrower hereby irrevocably constitutes and appoints Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of Borrower or in Lender's own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this Agreement, granting to Lender, as the attorney-in-fact of Borrower, full power of substitution and full power to do any and all things necessary to be done in and about the premises as fully and effectually as Borrower might or could do but for this appointment, and hereby ratifying all that said attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable so long as any part of the Obligations shall remain outstanding.

Section 6. Default.

The occurrence of any one or more of the following shall constitute an "Event of Default" hereunder: (1) the occurrence of any Event of Default (as defined in the Credit Agreement); or (2) any loss, theft, or destruction of, or damage to, any substantial portion of the Collateral for which there is either no insurance coverage or for which, in the opinion of Agent, there is insufficient insurance coverage.

If an Event of Default shall have occurred and be continuing, Agent may, without notice, protest, presentment or demand, declare this Agreement to be in default, whereupon all Obligations shall become forthwith due and payable, and Agent shall thereupon have all of the rights and remedies contained in this Agreement or any other Loan Documents and all of the rights and remedies of a secured party under the UCC.

Except as to any Collateral which is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Agent shall give to Borrower at least ten (10) business days' prior written notice of the time and place of any public sale of Collateral or of the time after which any private sale or any other intended disposition is to be made. Borrower hereby acknowledges that ten (10) business days' prior written notice of such sale or sales shall be reasonable notice. No action, legal or equitable, shall affect Agent's Security Interest in the Collateral until the Obligations hereunder or any judgment therefor are fully paid. To the extent that any of the Obligations are to be paid or performed by a person other than Borrower, Borrower waives any right or privilege to (a) receive statements, approvals, confirmations or corrections of the amount of all or any part of the Obligations or of any list of Collateral; (b) claim any loss for Agent's failure to provide any such statements, approvals, confirmations or corrections; (c) receive notice of and object to any proposal by Agent to retain any Collateral in satisfaction of any part of the Obligations; and (d) obtain injunctive or other relief of any kind for any failure by Agent to comply with Part 5 of Article 9 of the UCC.

The net Proceeds realized by Agent for the benefit of Lenders upon any such sale or other disposition of Collateral (after deducting the expenses of retaking, holding, preparing for sale, selling, or the like and reasonable attorneys' fees and any other expenses incurred by Agent) shall, to the extent actually received in cash, be applied toward satisfaction of the Obligations. Agent shall account to Borrower for any surplus realized upon such sale or other disposition, and Borrower shall remain liable for any deficiency.

Section 7. General Provisions.

Section 7.1 Miscellaneous. This Agreement and all rights and obligations hereunder shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Agent and its successors and assigns. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and

this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The headings herein are for convenience only and shall not be deemed to be part of this Agreement. Any references to any person or entity shall be construed in the masculine, feminine or neuter, singular or plural, as the context may require.

Section 7.2 No Waiver by Agent. Notwithstanding any course of dealing between the parties, Agent shall not be deemed to have waived any of its rights upon or under the Obligations or the Collateral unless such waiver shall be in writing and signed by Agent, and no delay or omission on the part of Agent in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

Section 7.3 Borrower's Waivers and Consents. Borrower waives presentment, demand, notice of dishonor, protest, and all other demands and notices of any description. With respect to both the Obligations and the Collateral, Borrower assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of or failure to perfect any security interest in any Collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as Agent may deem advisable.

Section 7.4 Jurisdiction; Venue. Borrower consents to the jurisdiction of any state or federal court sitting in the State of New York and agrees that venue shall be proper in any such court.

Section 7.5 Waiver of Right to Jury Trial. BORROWER AND AGENT (BY ACCEPTANCE OF THIS SECURITY AGREEMENT) MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION HERewith OR ANY OTHER LOAN DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY, INCLUDING, WITHOUT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS OR ACTIONS OF AGENT RELATING TO THE ADMINISTRATION OF THE LOAN OR ENFORCEMENT OF THE LOAN DOCUMENTS, AND AGREE THAT NEITHER PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EXCEPT AS PROHIBITED BY LAW, BORROWER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. BORROWER CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF AGENT HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT AGENT WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER. THIS WAIVER CONSTITUTES A MATERIAL

INDUCEMENT FOR AGENT TO ACCEPT THIS SECURITY AGREEMENT AND FOR THE LENDERS TO MAKE THE LOANS.

Section 7.6 Security; Setoff. Borrower hereby grants to Agent, a continuing lien, security interest and right of setoff as security for all liabilities and obligations to Lenders, whether now existing or hereafter arising, upon and against all deposits, credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of Agent or any entity under the control of Agent or Lenders and its successors and assigns or in transit to any of them. At any time, without demand or notice (any such notice being expressly waived by Borrower), Agent may setoff the same or any part thereof and apply the same to any liability or obligation of Borrower even though unmatured and regardless of the adequacy of any other collateral securing the Loans. **ANY AND ALL RIGHTS TO REQUIRE AGENT TO EXERCISE ITS RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES THE LOAN, PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH RESPECT TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF BORROWER ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED.**

Section 7.7 Contradiction. Should any provision herein directly contradict a provision expressly provided in the Credit Agreement, it is agreed by the parties hereto that the express term of the Credit Agreement shall prevail.

This Security Agreement amends and restates in its entirety that certain amended and restated security agreement dated as of April 4, 2008 between the Borrower and the Agent (such prior agreement, as the same may have heretofore been amended, supplemented, restated or otherwise modified from time to time, the "Prior Security Agreement"). This Security Agreement is not intended to, and shall not, terminate or release any security interest, mortgage, lien or other encumbrance granted to or in favor of the Agent or the Lenders or their predecessors in interest under or pursuant to the Prior Security Agreement, all of which security interests, mortgages, liens and other encumbrances are hereby reaffirmed and ratified by the Borrower and shall continue in full force and effect as amended and restated by this Security Agreement.

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed and delivered this Amended and Restated Security Agreement on the date first above written by their duly authorized, respective officers.

BANK OF AMERICA, N.A., as Agent

By: _____

Name: **George S. Carey**
Title: **Assistant Vice President**

INTERSTATE COMMODITIES, INC.

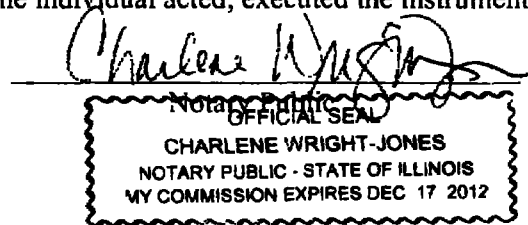
By: _____

Name: _____
Title: _____

STATE OF ILLINOIS)
)ss.:
COUNTY OF COOK)

On the 4th day of November in the year 2009 before me, the undersigned, personally appeared George S. Carey, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

STATE OF NEW YORK)
)ss.:
COUNTY OF _____)



On the ____ day of November in the year 2009 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

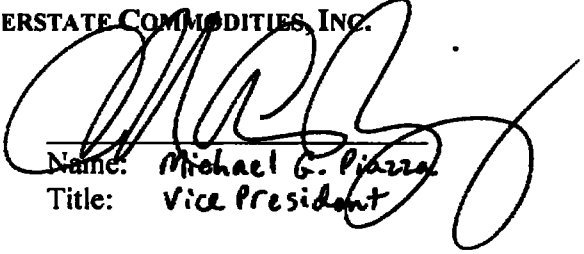
Notary Public

IN WITNESS WHEREOF, the parties have executed and delivered this Amended and Restated Security Agreement on the date first above written by their duly authorized, respective officers.

BANK OF AMERICA, N.A., as Agent

By: _____
Name: _____
Title: _____

INTERSTATE COMMODITIES, INC.

By: 
Name: Michael G. Piazza
Title: Vice President

STATE OF ILLINOIS)
)ss.:
COUNTY OF COOK)

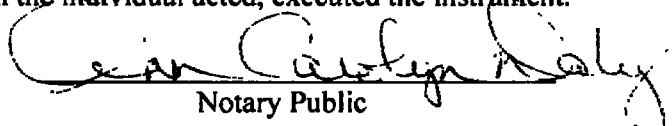
On the ____ day of November in the year 2009 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
)ss.:
COUNTY OF Rensselaer)

On the 10 day of November in the year 2009 before me, the undersigned, personally appeared Michael G. Piazza, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

ANN CAROLYN DALY
Notary Public, State of New York
Qualified in Albany County
No. 61DA6049612
Commission Expires Oct. 23, 20 10


Notary Public

SCHEDULE A

Details Relating to Rolling Stock

See attached

Car Initial	Car Number	Year Built	Capacity	EXS
DSSX	5474	1965	4700	2015
INTX	7063	1970	4740	
INTX	7064	1970	4740	
INTX	7066	1974	4740	
INTX	7067	1967	4785	2015
INTX	7068	1965	4700	2015
INTX	52000	1966	5200	2016
INTX	52002	1966	5200	2016
INTX	52003	1966	5200	2016
INTX	52004	1966	5200	2016
INTX	52005	1966	5200	2016
INTX	52007	1966	5200	2016
INTX	52008	1966	5200	2016
INTX	52009	1966	5200	2016
INTX	52010	1966	5200	2016
INTX	52012	1966	5200	2016
INTX	52013	1966	5200	2016
INTX	52015	1966	5200	2016
INTX	52017	1966	5200	2016
INTX	52018	1966	5200	2016
INTX	52020	1966	5200	2016
INTX	52024	1966	5200	2016
INTX	52027	1966	5200	2016
INTX	52029	1966	5200	2016
INTX	52030	1966	5200	2016
INTX	52033	1966	5200	2016
INTX	52035	1966	5200	2016
INTX	52036	1966	5200	2016
INTX	52038	1966	5200	2016
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INTX	52042	1966	5200	2016
INTX	52043	1966	5200	2016
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INTX	52061	1966	5200	2016
INTX	52064	1966	5200	2016
INTX	52065	1966	5200	2016
INTX	52067	1966	5200	2016
INTX	52071	1966	5200	2016
INTX	52075	1966	5200	2016

INTX	52076	1966	5200	2016
INTX	52077	1966	5200	2016
INTX	52078	1966	5200	2016
INTX	52079	1966	5200	2016
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INTX	52145	1966	5200	2016
INTX	52146	1966	5200	2016
INTX	52147	1966	5200	2016
INTX	52148	1966	5200	2016
INTX	52149	1966	5200	2016
INTX	52150	1966	5200	2016

INTX	6001	1971	4785	
INTX	6002	1971	4785	
INTX	6003	1971	4785	
INTX	6004	1971	4785	
INTX	6006	1965	4700	2015
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INTX	6012	1971	4785	
INTX	6013	1971	4785	
INTX	6014	1971	4785	
INTX	6015	1971	4785	
INTX	6016	1971	4785	
INTX	6017	1971	4785	
INTX	6018	1971	4785	
INTX	6019	1971	4785	
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INTX	6021	1971	4785	
INTX	6022	1971	4785	
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INTX	6026	1971	4785	
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INTX	7503	1982	4750	
INTX	7504	1978	4780	
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INTX	7518	1974	4750	
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INTX	7521	1973	4750	
INTX	7522	1980	4750	
INTX	7523	1975	4750	
INTX	7524	1983	4750	

INTX	7525	1974	4750
INTX	7526	1974	4750
INTX	7528	1974	4750
INTX	7530	1980	4750
INTX	7531	1974	4750
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INTX	7540	1973	4750
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DSRC	8013	1980	4650
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DSRC	8015	1980	4650
DSRC	8016	1980	4650
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DSRC	8019	1980	4650
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DSRC	8021	1980	4650
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INTX	5021	1981	4750
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INTX	5069	1981	4750

INTX	5070	1981	4750	
INTX	5071	1981	4750	
INTX	5072	1981	4750	
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INTX	5074	1981	4750	
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DSSX	5433	1966	4427	2016
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INTX	45038	1966	4427	2016
DSSX	5434	1966	4427	2016
INTX	45041	1966	4427	2016
INTX	45042	1966	4427	2016
INTX	45043	1966	4427	2016
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INTX	45046	1966	4427	2016
INTX	45048	1966	4427	2016
DSSX	5436	1966	4427	2016
INTX	45050	1966	4427	2016
INTX	45051	1966	4427	2016
DSSX	5437	1966	4427	2016
DSSX	5438	1966	4427	2016
DSSX	5439	1966	4427	2016
DSSX	5440	1966	4427	2016
DSSX	5441	1966	4427	2016
DSSX	5444	1966	4427	2016
INTX	45061	1966	4427	2016
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DSSX	5442	1966	4427	2016
INTX	45064	1966	4427	2016
DSSX	5443	1966	4427	2016
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INTX	45075	1966	4427	2016
INTX	45076	1966	4427	2016
INTX	45077	1966	4427	2016
DSSX	5445	1966	4427	2016
DSSX	5446	1966	4427	2016
INTX	45082	1966	4427	2016
INTX	45084	1966	4427	2016
DSSX	5447	1966	4427	2016
INTX	45089	1966	4427	2016
INTX	45091	1966	4427	2016
DSSX	5448	1966	4427	2016
INTX	45093	1966	4427	2016
INTX	45094	1966	4427	2016
INTX	45096	1966	4427	2016
DSSX	5449	1966	4427	2016

INTX	45098	1966	4427	2016
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DSSX	5467	1966	4427	2016
INTX	45103	1966	4427	2016
DSSX	5466	1966	4427	2016
DSSX	5468	1966	4427	2016
INTX	45107	1966	4427	2016
INTX	45109	1966	4427	2016
INTX	45110	1966	4427	2016
INTX	45111	1966	4427	2016
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INTX	45115	1966	4427	2016
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INTX	45121	1967	4427	2017
INTX	45122	1967	4427	2017
INTX	45123	1967	4427	2017
INTX	45125	1967	4427	2017
INTX	45126	1967	4427	2017
INTX	45129	1967	4427	2017
INTX	45131	1967	4427	2017
INTX	45132	1967	4427	2017
INTX	45133	1967	4427	2017
INTX	45134	1967	4427	2017
INTX	45137	1967	4427	2017
INTX	45139	1967	4427	2017
INTX	45141	1967	4427	2017
INTX	45142	1967	4427	2017
INTX	45144	1967	4427	2017
INTX	45145	1967	4427	2017
INTX	45146	1967	4427	2017
INTX	45148	1967	4427	2017
INTX	45149	1967	4427	2017
INTX	45150	1967	4427	2017
INTX	45151	1967	4427	2017
INTX	45152	1967	4427	2017
INTX	45153	1967	4427	2017
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INTX	45155	1967	4427	2017
INTX	45156	1967	4427	2017
INTX	45157	1967	4427	2017
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INTX	45160	1967	4427	2017
INTX	45161	1967	4427	2017
INTX	45162	1967	4427	2017
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INTX	45164	1967	4427	2017
INTX	45167	1967	4427	2017
INTX	45169	1967	4427	2017
INTX	4001	1967	4000	2017
INTX	4002	1967	4000	2017

INTX	4003	1967	4000	2017
INTX	4004	1967	4000	2017
INTX	4005	1967	4000	2017
INTX	4006	1967	4000	2017
INTX	4007	1967	4000	2017
INTX	4008	1967	4000	2017
INTX	4009	1967	4000	2017
INTX	4010	1967	4000	2017
INTX	4011	1967	4000	2017
INTX	4012	1967	4000	2017
INTX	4013	1967	4000	2017
INTX	4014	1967	4000	2017
INTX	4015	1967	4000	2017
INTX	4016	1967	4000	2017
INTX	4017	1967	4000	2017
INTX	4018	1967	4000	2017
INTX	4019	1967	4000	2017
INTX	4020	1967	4000	2017
INTX	4021	1967	4000	2017
DSSX	5421	1965	4462	2015
DSSX	5400	1965	4462	2015
INTX	7004	1965	4462	2015
INTX	7005	1965	4462	2015
INTX	7006	1965	4462	2015
DSSX	5418	1965	4462	2015
DSSX	5401	1965	4462	2015
INTX	7009	1965	4462	2015
INTX	7010	1965	4462	2015
INTX	7011	1965	4462	2015
DSSX	5431	1965	4650	2015
INTX	7013	1965	4600	2015
INTX	7014	1965	4600	2015
DSSX	5402	1965	4650	2015
DSSX	5403	1965	4650	2015
INTX	7018	1965	4600	2015
DSSX	5423	1965	4650	2015
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DSSX	5469	1965	4650	2015
INTX	7023	1965	4600	2015
INTX	7024	1965	4600	2015
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INTX	7028	1965	4600	2015
INTX	7029	1965	4600	2015
INTX	7030	1965	4600	2015
DSSX	5404	1965	4600	2015
DSSX	5399	1965	4600	2015
INTX	7033	1965	4600	2015
DSSX	5429	1965	4600	2015
INTX	7035	1965	4600	2015

INTX	7036	1965	4600	2015
INTX	7037	1965	4600	2015
INTX	7038	1965	4600	2015
INTX	7040	1965	4600	2015
DSSX	5405	1965	4600	2015
INTX	7042	1965	4600	2015
INTX	7043	1965	4600	2015
DSSX	5428	1965	4600	2015
DSSX	5422	1965	4600	2015
INTX	7047	1965	4600	2015
INTX	7048	1965	4700	2015
INTX	7049	1965	4700	2015
DSSX	5406	1965	4785	2015
INTX	7051	1965	4700	2015
INTX	7052	1965	4740	2015
DSSX	5420	1965	4700	2015
DSSX	5407	1965	4700	2015
INTX	7055	1965	4700	2015
DSSX	5426	1965	4700	2015
DSSX	5408	1965	4700	2015
INTX	7102	1965	4700	2015
INTX	7103	1965	4700	2015
DSSX	5470	1965	4427	2015
DSSX	5419	1965	4427	2015
INTX	7106	1965	4427	2015
DSSX	5409	1965	4427	2015
INTX	7108	1965	4427	2015
INTX	7109	1965	4427	2015
INTX	7110	1965	4427	2015
DSSX	5410	1965	4427	2015
INTX	7112	1965	4427	2015
INTX	7114	1965	4427	2015
DSSX	5417	1965	4700	2015
INTX	7116	1965	4700	2015
INTX	7117	1965	4700	2015
INTX	7119	1965	4700	2015
DSSX	5411	1965	4700	2015
INTX	7121	1965	4700	2015
INTX	7122	1965	4700	2015
DSSX	5424	1965	4700	2015
DSSX	5427	1965	4700	2015
DSSX	5412	1965	4700	2015
DSSX	5414	1965	4700	2015
INTX	7129	1965	4700	2015
INTX	7130	1965	4700	2015
INTX	7132	1965	4700	2015
INTX	7135	1965	4700	2015
DSSX	5415	1965	4700	2015
INTX	7138	1965	4700	2015
DSRC	5500	1980	4650	

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DSRC	5503	1980	4650
DSRC	5504	1980	4650
DSRC	5505	1980	4650
DSRC	5507	1980	4650
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DSRC	5527	1980	4650
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DSRC	5561	1980	4650
DSRC	5562	1980	4650
DSRC	5565	1980	4650
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INTX	5567	1980	4650

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DSRC	5569	1980	4650
DSRC	5570	1980	4650
INTX	5573	1980	4700
DSRC	5575	1980	4700
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INTX	5587	1980	4750
INTX	5588	1980	4750
INTX	5589	1980	4750
DSRC	5590	1980	4750
INTX	5592	1980	4750
INTX	5597	1980	4750
RRRX	460329	1980	4650
RRRX	460345	1980	4650
RRRX	460389	1980	4650
INTX	5571	1980	4650
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RRRX	470033	1980	4750
RRRX	470042	1980	4750
INTX	5578	1980	4750
RRRX	470046	1980	4750
RRRX	470049	1980	4750
INTX	5584	1980	4750
INTX	5591	1980	4750
INTX	5593	1980	4750
RRRX	470108	1980	4750
INTX	5595	1980	4750
RRRX	470111	1980	4750
RRRX	470127	1980	4750
RRRX	182753	1980	4650
RRRX	182825	1980	4650
RRRX	182833	1980	4650
RRRX	182886	1980	4650
RRRX	460106	1980	4650
INTX	5532	1980	4650
INTX	5536	1980	4650
RRRX	460186	1980	4650
RRRX	460222	1980	4650
RRRX	460262	1980	4650
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INTX	95105	1995	5161
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2015

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INTX	35150	1981	4750

SCHEDULE B

Location(s) of Collateral

7 Madison Street, Troy, New York 12181

SCHEDULE C

Names Changes/History of Extraordinary Corporate Transactions

None